

OFFICIAL NOTICE # 57341

Invitation for Bid

Grass Mowing and Debris Removal

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, will receive bids for the Grass Mowing and Debris Removal during the mowing season on improved properties owned by either the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee, and the Milwaukee Neighborhood Reclamation Company until **11:00 a.m. on Monday, April 16, 2012** at the **Department of City Development BID DESK**, located on the second floor at 809 N. Broadway, Milwaukee, Wisconsin 53202. All bids must be time-stamped by 11:00 a.m., **April 16, 2012**, in order to be considered. Bids received after the date and the time specified above will not be opened and read and will be deemed rejected.

Copies of the Bid may be obtained at the same location free of charge or via the Internet at:

<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this Bid should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. Deadline for questions regarding the Formal Bid are due by, **April 9, 2012**. Any additional information and/or clarification(s) regarding this Bid will be posted on the above referenced website in the form of an addendum to this BID by **April 10, 2012**.

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE
809 North Broadway
Milwaukee, Wisconsin 53202

March 28, 2012

ATTACHMENTS

Bidder's Submission Checklist.....	1 Page
Invitation for Bids Form #57341 (<u>return with your bid</u>).....	1 Page
Invitation, Instructions, Terms and Conditions.....	6 Pages
Non-Collusive Affidavit (<u>return with your bid</u>).....	1 Page
Non-Debarment Form.....	1 Page
RACM MWSBE Provisions and forms (<u>return Form A with your bid</u>).....	4 Pages
Living Wage applies to this bid & payrolls will be monitored.....	2 Pages
Slavery Disclosure Affidavit.....	1 page
Specifications.....	10 pages
Inventory of Equipment - Attachment A (return with your bid).....	1 page
Bid Bond and Affidavit (return with your bid if Bid Bond is being used as the form of Bid Security)	3 Pages

**BIDDERS DOCUMENT SUBMISSION CHECKLIST
OFFICIAL NOTICE 57208
GRASS MOWING AND DEBRIS REMOVAL**

	REQUIRED DOCUMENTS
	INVITATION FOR BID FORM
	INVENTORY OF EQUIPMENT (ATTACHMENT "A")
	BID SECURITY (IF BOND THEN INCLUDE AFFIDAVIT)
	NON-COLLUSIVE AFFIDAVIT A F F I D A V I T
	MWSBE FORM A

PLEASE NOTE THAT THE INFORMATION BEING REQUESTED IS MATERIAL TO THE NATURE OF THIS INVITATION TO BID.

FAILURE TO SUBMIT THE ABOVE REQUESTED INFORMATION WITH YOUR BID WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

PLEASE MAKE SURE THAT THE DOCUMENTS YOU SUBMIT WITH YOUR BID FULFILL ALL OF THE REQUIREMENTS SET FORTH HEREIN.

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE

809 N. Broadway
Milwaukee, Wisconsin 53201

INVITATION FOR BID		
Date Issued: <u>March 28, 2012</u>		Bid No. <u>57341</u>
Sealed bids, SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION, ITS SPECIFICATIONS, AND THE ATTACHED GENERAL PROVISION, will be received and MUST be time stamped in at the above office, 2 nd Floor, Bid Desk, until 11:00 A.M., April 16, 2012 , and at that time publicly opened, for furnishing the following supplies or services, at the time specified, or proposed, for delivery.		
General information and instructions to bidders are contained in the terms and conditions attached hereto.		
ITEM NO.	SUPPLIES OR SERVICES	TOTAL PRICE
1	Grass Mowing and Debris removal : For all labor, equipment, and material relative to a parcel cut, trim and debris removal pursuant to the specifications.	\$ _____ PER HOUR
In compliance with the above, the undersigned offers and agrees, if this Bid be accepted, to furnish any or all of the items upon which prices are quoted at the price set opposite each item, delivered at the designated point(s) and within the time specified by the Specifications.		
NOTE: (PLEASE Type or Print)		MANUAL SIGNATURE REQUIRED BELOW
VENDOR NAME:		SIGNATURE:
ADDRESS:		TITLE:
CITY/STATE/ZIP:		TYPE NAME:
PHONE:		TYPE TITLE:
FAX:		DATE:

INVITATION, INSTRUCTIONS, TERMS AND CONDITIONS

FOR FORMAL BID & CONTRACT

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information, or to request this service, contact Scott Stange, Redevelopment Authority of the City of Milwaukee Compliance Officer, 809 N. Broadway, 3rd floor, Milwaukee, Wisconsin 53202, E-Mail: sstang@milwaukee.gov

IMPORTANT!!!!!!

YOUR BID MUST MEET THE PLANS AND/OR SPECIFICATIONS SET FORTH. BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED. YOUR BID MUST BE SIGNED BY A PERSON (OR PERSONS) AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THE CONTRACT YOUR BID MAY BECOME, OR IT WILL NOT BE CONSIDERED. THE CONTRACTOR'S SECTION OF THE BID SIGNATURE PAGE MUST BE FULLY COMPLETED AND WITNESSED IN ORDER FOR YOUR BID TO BE CONSIDERED. BID BOND, IF REQUIRED, MUST BE SUBMITTED WITH YOUR BID.

- **AWARD:** Will be made to the lowest qualified and competent bidder complying with the specifications and the specified delivery requirements.
- **BID BONDS, PERFORMANCE BONDS, INSURANCE:**
 - **BID BONDS:** a bid bond in an amount of Five Hundred Dollars (\$500.00) the bid bond must be approved by the Office of the City Attorney as to its form and execution prior to its submittal. All bid bonds will expire at the time that the successful bidder is awarded a contract with RACM. **BID BOND APPLIES TO THIS BID**
 - **PERFORMANCE BONDS:** If required, a performance bond in the amount specified in the Bid, is to be provided by the successful bidder to RACM, Procurement Services Section, within ten (10) calendar days after receipt of the contract. Failure to do so can make the contract voidable at RACM's discretion. Performance bonds must be approved by the Office of the City Attorney prior to the commencement of any work.
 - **INSURANCE:** If applicable, an insurance certificate, which meets the RACM's requirements, shall be provided to RACM's, Procurement Services Section with the bid or as stated in the bid/specifications. Failure to do so can make the contract voidable at the RACM's discretion. Said insurance certificate must be approved by the Office of the City Attorney prior to the commencement of any work.
 - The bid bond, the performance bond, and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin, or signed by an agent licensed by the State of Wisconsin. The RACM will be named as an additional insured with respect to liability coverage.
 - The bid bond, performance bond, and insurance certificate must be accompanied by an affidavit setting forth that: No City and/or RACM official or City and/or RACM employee has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale, furnishing of the bid bond, performance bond or insurance certificate. Said affidavit must be signed by the same agent who signs the bid bond, performance bond or insurance certificate.
- **BID DEPOSITS:** your deposit in the amount of Five Hundred Dollars (\$500.00) must be submitted in your bid envelope with your bid. Your deposit must be in the form of a cashier's or teller's check, certified check, or money order only and made payable to RACM. All bid deposits will be held until the time that the successful bidder is awarded a contract with RACM. At that time, all bid deposits will be returned to all bidders.
- **SAFETY REQUIREMENTS:** All material, equipment, and supplies provided to RACM must fully comply with all safety requirements as set forth by the Wisconsin Administration Code and all applicable OSHA Standards.

- **DELIVERY F.O.B. DESTINATION:** All bid prices must include delivery F.O.B. Destination to the address as indicated at time of order placement.
- **TAXES TO BE EXCLUDED FROM PRICE:** All bids must be submitted without the inclusion of Federal excise and Wisconsin sales taxes as RACM is exempt therefrom. Bidders, therefore, shall not add sales tax to their proposals when bidding to RACM but shall include in their bids only the sales tax they will be required to pay directly as a consumer when obtaining materials, etc., to fulfill the contract requirements should they be the successful bidder.
- **SIGNATURE REQUIREMENT:**
 - **BIDS MUST BE SIGNED:** This bid must be manually signed by the bidder or contain his/her name in such a manner that the bid can be identified as being his/her bid. All attachments, additional pages, addenda, or explanations supplied by the bidder with this bid will be considered as part of the bid. However, they may be rejected as counteroffers when in conflict with the terms and conditions stated herein.
- **PACKAGING:** Materials shall be clearly labeled and packaged in accordance with Federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation to bid.
- **SUBSTITUTIONS AND EQUIVALENTS:** Substitutions or equivalents of specified items may be permitted at the sole discretion of RACM. If bidding other than the specified product, make and model number, descriptive literature must be submitted with the bid. Failure to do so may be cause for rejection. Factors considered when evaluating the acceptance of a substitution or equivalent include, but are not limited to considerations such as size, color, compatibility, performance capability, and/or warranty.
- **RIGHT TO REJECT:** RACM reserves the right to reject any and/or all bids.
- **RIGHT TO ACCEPT ALL OR PART OF BID:** RACM reserves the right to accept all or part of any bid.
- **WITHDRAWAL OF BIDS:** Bids may be withdrawn only in total, and only by a written request prior to the award of the contract. RACM has sole discretion to grant this request for a bid withdrawal and only in the case of an error that will result in a significant financial hardship. Partial bid withdrawal is not acceptable.
- **AMENDMENT OF BIDS:**
 - By RACM: Bids may be amended in response to need for further clarification, specification changes, new opening dates, etc. Copies of the addendum(s) will be posted at: <http://city.milwaukee.gov/Projects/RequestsforProposals.htm> and must be signed by the bidder and returned as specified in the addendum.
 - By Bidder: Bids may only be amended by submitting a later dated bid that specifically states that it is amending an earlier bid. No bid may be amended after bid closing. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and may be rejected.
 - Upon Request of Bidder: If any of the terms and conditions prevent you from bidding, consideration will be given, if possible, to a bidder's request for a change. This request must be submitted in writing to RACM five (5) business days prior to bid closing. If granted, it will require sending an addendum to all prospective bidders.
- **COUNTEROFFERS:** Counteroffers, changes to any terms, conditions, specifications or plans stated herein made without the approval from RACM may result in bid rejection.

- **TIE BIDS:** In the event of tie bids, the award will be made in accordance with the provisions set forth in the rules and procedures of the Department of Administration, Procurement Services Section, which are incorporated and made part of this contract by this reference.
- **OFFER AND ACCEPTANCE:** The proper submission of this form by the bidder will be considered as the bidder's offer to enter into a contract in accordance with the provisions herein set forth. All bids shall remain open for sixty (60) calendar days from the date of bid closing, unless otherwise specified. If your bid is accepted and a contract is issued, then this bid will be incorporated into the contract between RACM and your firm and it shall contain all the terms and conditions agreed on by the parties hereto. Acceptance will take place only upon award by the Executive-Director of RACM and delivery of the fully executed contract to the successful bidder.
- **APPLICABLE LAW:** Except as provided herein, Wisconsin will be the forum for all disputes.
- **ASSIGNMENT OR SUBCONTRACT:** This contract may not be assigned by the successful bidder without the written consent of RACM. All subcontractors must also be approved by RACM.
- **CONTRACT CONTINGENT UPON FUNDING:** The failure of the Common Council of the City of Milwaukee to appropriate funds for the performance of the contract shall void the contract.
- **RIGHT TO ORDER WITHIN 10%:** RACM reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.
- **PURCHASE ORDER(S):** No shipments shall be made under the contract until a purchase order or vendor contract has been received unless otherwise agreed to by RACM. Note: A purchase order is not issued for a vendor contract (formerly known as a blanket contract).
- **NONDISCRIMINATION:** The successful bidder will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts. Contractor agrees that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
- **AMENDMENTS TO CONTRACT:** The contract can only be modified by a written amendment issued by RACM's, Procurement Services Section and signed by both parties. Amendments other than described above, will not be recognized by RACM.
- **INDEMNIFICATION:** The successful bidder will indemnify and hold harmless RACM and the City against all damages, losses, liabilities, judgments, costs and expenses arising out of the successful bidder's performance or failure to perform under the contract.
- **DEFENSE OF SUITS:** Contractor will save and indemnify and keep harmless, RACM and the City of Milwaukee against all liabilities, judgment costs and expenses which may be claimed against the RACM and the City in consequence of the granting of this contract. In case any action in court or proceeding before an administrative agency is brought against RACM or the City of Milwaukee or any of its officers, agents, or employees for the failure or neglect of the contractor in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the contractor, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless RACM or the City of Milwaukee and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. RACM and/or the City of Milwaukee shall tender the defense of any claim or action at law or in equity to the contractor or contractor's insurer, and upon such tender it shall be the duty of

the contractor and contractor's insurer to defend such claim or action without cost or expense to RACM or the City of Milwaukee or its officers, agents, or employees. The contractor shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

- **WAIVER:** One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent, similar act by such party.
- **SANCTIONS:** If any document submitted by a contractor requesting certification as a Small Business Enterprise for the purpose of participating in any RACM contract contains false, misleading or misrepresenting information, the RACM may direct the imposition of any of the following sanctions on the contractor:
 - Withholding of payment
 - Denial to participate in any further contracts awarded by RACM.
- **TAX PAYER IDENTIFICATION NUMBER:** The contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and the contractor fails to adequately and timely respond to RACM's efforts to obtain corrected information, RACM may impose a fee equal to RACM's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed the contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with RACM in this regard, or failure to pay a fee imposed under this provision, could result in the contractor being barred from participating in future RACM contracts.
- **GOVERNMENT PRICING:** Vendors may bid lower than U.S. Government contract prices. The City is exempt from the Robinson Patman Act. Quotation must conform to government regulations on prices and wages.
- **DELAYS IN DELIVERY:** Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed, by the Executive Director of RACM, to be clearly and unequivocally beyond the contractor's control, will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the Executive Director of RACM, just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the Executive Director of RACM. The request must be filed with the Executive Director of RACM no later than SEVEN (7) CALENDAR DAYS PRIOR TO THE ACTUAL DELIVERY DATE. Failure to file this request for delivery extension shall render the contractor liable for the difference between the "open market" and the contract price, and other costs, as applicable, under the Uniform Commercial Code.
- **WARRANTY:** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to RACM by any other clause of this contract
- **MATERIAL SAFETY DATA SHEETS:** When applicable, vendors shall supply RACM with a MATERIAL SAFETY DATA SHEET for any hazardous material purchased. In addition, the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to the installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.

ALL DATA SHEETS MUST HAVE THE CORRESPONDING RACM PURCHASE ORDER NUMBER OR CONTRACT NUMBER CLEARLY PRINTED ON THE FIRST PAGE. Sheets must be sent to RACM prior to the shipment of the material. NO PAYMENTS WILL BE MADE UNTIL THE MATERIAL SAFETY DATA SHEETS ARE RECEIVED.

- **QUALITY:** Unless otherwise required by terms of the solicitation, all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by Interstate Chambers of Commerce and other federal and state regulations. Packing slips shall accompany the shipment.
- **EXTENSIONS:** Agreements shall run for the period indicated. Option of extension, if mutually agreeable to both RACM and the contractor, shall be in writing and exercised within sixty (60) days of the contract expiration date.
- **PAYMENT FOR CONTRACT PERFORMANCE:** Upon the complete performance of this contract by the contractor and after the acceptance of said performance by RACM, the RACM shall pay to the contractor any balance then remaining due and payable under the terms of this contract for said work, material, services, items, supplies or equipment.
- **CONTRACT DEFAULT:** If the Contractor shall fail to fully and completely perform the contract within the time designated for the performance thereof, the contractor shall pay RACM, liquidated damages for such default, any amount of any deposit or bond required by the bid. Failure to require such amounts, deposits, or bonds shall not limit the remedies otherwise available to RACM.
- **INTEREST IN CONTRACT:** No officer, employee or agent of RACM or the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.
- **EMPLOYMENT DISCRIMINATION PROHIBITED:** Contractor shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status. Contractor must include a similar policy for all of its subcontractors.
- **BID:** The bidder, by the properly executed signatures as required, hereby proposes to furnish the supplies, equipment, work, material, labor, or services described on the bid, in accordance with the Invitation, Instructions, Terms and Conditions for Formal Bid and Contract form and specifications, plans, special conditions, terms and conditions stated herein, and if the bid is accepted, the bidder agrees that all provisions set forth herein will become binding as a contract upon the fulfillment of all conditions precedent set forth herein.
- **GUARANTEED DELIVERY:** Failure by the contractor to adhere to the delivery schedule as specified, or to promptly replace rejected or defective materials, shall render the contractor liable for the difference between the "open market" and the contract price, and/or other costs as applicable under the Uniform Commercial Code.

WHEN APPLICABLE, RACM RESERVES THE RIGHT TO AWARD WITH OR WITHOUT THE TRADE-IN, WHICHEVER IS IN THE BEST INTEREST TO RACM

- **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION:** RACM reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- **OTHER PROVISIONS:** Both parties understand that RACM is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. Contractor acknowledges that it is obligated to assist RACM and the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold RACM and the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.
- **FAIR TRADE PROVISION:** If this bid relates to the purchase of food or beverages, the contractor is urged to make Fair Trade products available in accordance with Common Council Resolution Number 070280 declaring the City of Milwaukee a Fair Trade City, effective July 18, 2007.
- **SUBCONTRACTOR PAYMENT:** : If this bid has subcontractor requirements, prime contractor must pay subcontractor(s) within seven working days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor/vendor fails to make timely payment to a subcontractor, the contractor/vendor shall pay simple interest at the rate of one percent (1%) per month, beginning with the 8th calendar day.

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes
and says that:

(1) He is _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder that has
submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees,
or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,
directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection
with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection
with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Bidder, firm, or person to fix the price or prices in the
attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the
Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against the Executive Director of RACM or any person interested in the
proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____
Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

NON-DEBARMENT FORM

The undersigned, being duly authorized to act on behalf of _____ (the "Contractor"), hereby certifies that neither the Contractor nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs).

The Contractor further certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment, and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

The Contractor certifies that throughout the term of this Agreement, neither the Contractor nor any of its principals are, or will be, debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that the Contractor will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. The Contractor further certifies that it will verify that no suspended or debarred entities are under contract or participating in activities under this agreement by reviewing the federal general Services Administration's Excluded Parties List System (EPLS) at <http://epls.arnet.gov>."

Signature/Authorized Official

Date

Title

**Redevelopment Authority of the City of Milwaukee
Minority/Women/Small Business Enterprise (MWSBE) Provisions**

I. General

- A. In recognition of Chapter 370 of the Milwaukee Code of Ordinances, RACM shall strive to achieve the utilization of City certified Minority/Women/Small Business Enterprise (M/W/SBE) for 25% of the total dollars annually expended through prime contracts or subcontracts for Construction and the purchase of Goods and Services and 18% for the purchase of Professional Services. (A listing of certified Small Business Enterprise (SBE) vendors is posted on the City of Milwaukee's Office of Small Business Development web page under the M/W/SBE Business Directory link. A search on this page can also be done by industry code description.) The goal for this contract is a total combined SBE participation rate of 18%.
- B. The prime contractor shall prepare and submit accurate and timely M/W/SBE utilization forms and reports to the Redevelopment Authority. The reports shall include, but not be limited to, project participation (Form A), monthly utilization (Form D), and M/W/SBE subcontractor payment certification (Form E) forms as directed. Failure to submit the required forms and reports may result in delay of payments or other appropriate sanctions. Final contract payments will not be made until final M/W/SBE utilization reports and M/W/SBE subcontractor payment certification forms are on file with the Redevelopment Authority.
- C. During the performance of this contract, the Redevelopment Authority reserves the right to conduct compliance reviews. If the contractor is not in compliance with the specifications, the Redevelopment Authority will notify the contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed, the Redevelopment Authority may take one or more of the actions listed below:
 - 1. Withhold payments on the contract.
 - 2. Any other remedy available to the Redevelopment Authority at law or in equity.

II. Definitions

- A. "MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE" (MBE), (WBE) or (SBE) means a small business concern that is 51% owned, operated and controlled by one or more individuals who are a minority, woman and/or a small business owner (who is at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.
- B. "OWNED, OPERATED AND CONTROLLED" means a business which is one of the following:
 - 1. A sole proprietorship legitimately owned and operated and controlled by a minority, women or an individual at a disadvantage as defined in Chapter 370.
 - 2. A partnership or joint venture legitimately owned, operated and controlled by individuals who are minorities, women or individuals who are at a disadvantage and who own at least 51% of the beneficial ownership interests in the enterprise and who hold at least 51% of the voting interests of the enterprise eligible as defined in Chapter 370.

3. A corporation legitimately owned, operated and controlled by one or more individuals who are a minority, woman or individual at a disadvantage and who own at least 51% of the outstanding shares and who hold at least 51% of the voting interests of the corporation eligible as defined in Chapter 370.

III. EBE Utilization

- A. Each prime contractor shall strive to utilize SBE to a minimum of 25% on this contract. Note that this SBE participation is for a prime contractor's base bid excluding specified allowances, alternatives, and change orders. SBE commitments relative to contract award shall be based upon the approved SBE Compliance Plan (Form A).
- B. The determination of MWSBE utilization shall be based on the following criteria:
 1. The firms identified as MWSBE by the prime contractor on the MWSBE Compliance Plan (Form A) must be certified by the Office of Small Business Development prior to bid opening.
 2. The prime contractor shall be credited for the entire expenditure to MWSBE firms only if all of the identified scope of work is performed directly by the certified MWSBE firm.
 3. The prime contractor shall be credited for the entire expenditure to MWSBE manufacturer only if the manufacturer produces goods from raw materials or substantially alters them for resale. Only 20% of the MWSBE goals may be expended for MWSBE suppliers that do not manufacture products they supply.
 4. The prime contractor shall count toward the MWSBE requirement only those payments to MWSBEs who perform a commercially-useful function in the actual performance of the contract. While that generally means an MWSBE should be engaged in direct contract work, a "commercially-useful function" may also include management of a third tier subcontractor. For example, while an MWSBE trucking subcontractor is always expected to perform some direct work on the project, in some cases it may become necessary to subcontract work out to one or more third tier subcontractors. If a third tier subcontractor is also an MWSBE, the full amount of the work performed by that third tier MWSBE can be counted toward MWSBE participation. However, if the third party subcontractor is not an MWSBE, the prime contractor may only count 20% of the amount being subcontracted to the third tier non-MWSBE subcontractor. MWSBEs are required to notify the Redevelopment Authority if they subcontract out work so that the Redevelopment Authority can determine how much, if any, of the subcontracted work can be counted toward the MWSBE requirement. The Executive Director of the Redevelopment Authority will make the final determination and evaluation of whether the MWSBE is performing a commercially-useful function.
- C. The contractor, by signing and submitting a bid, certifies that the contractor understands the provisions of Chapter 370 and knows of and intends to comply with them. **Vendors must submit with their bid a completed MWSBE Compliance Plan (Form A).**
 1. Information on Form A shall include, but not be limited to:
 - a. The names, addresses, telephone numbers, MWSBE Certification designation and contact person names for the certified MWSBE

contractors that will participate on the project as subcontractors or suppliers;

- b. A description of the scope of work to be performed by the MWSBE on this project; and
 - c. The MWSBE contractor dollar value(s) and corresponding percentages that the dollar values represent of the total contract amount.
- 2. Listing an MWSBE on the Compliance Plan (Form A) shall constitute a representation that the contractor has communicated directly with the MWSBEs listed. If awarded the contract, the bidder will enter into a subcontract with the firm for the portion of the work listed.
 - 3. Only MWSBEs that have been certified by the Office of Small Business Development may be listed on the MWSBE Compliance Plan (Form A) and counted towards the percentage requirements on this project. A listing of the currently City certified MWSBE firms is maintained at:

Office of Small Business Development
200 East Wells Street
City Hall, Room 606
Milwaukee, Wisconsin 53202
Phone: (414) 286-5553
FAX: (414) 286-8752

- D. After execution of the contract, if for any reason an MWSBE cannot perform, the prime contractor shall contact the Executive Director of the Redevelopment Authority for approval to substitute another certified MWSBE firm. The prime contractor must submit a written request for substitution which specifies the reasons for the request. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor. If the prime contractor cannot find another certified firm to do the work at a comparable price, a non-MWSBE firm may be substituted with the approval of the Executive Director of the Redevelopment Authority.
- E. If the prime contractor has a problem in meeting the MWSBE requirements or if any other problems relative to MWSBE(s) arise during the completion of this project, the prime contractor shall immediately contact the Commissioner of the Department of City Development.
- F. Certification from programs other than the Office of Small Business Development is neither accepted by the City of Milwaukee nor do they have any bearing whatsoever on the eligibility criteria established by the City of Milwaukee.

(Rev. 01/ 2012) **FORM A - COMPLIANCE PLAN - REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**
M/W/SBE PARTICIPATION FOR SUBCONTRACTORS AND/OR MATERIAL SUPPLIERS

PRIME CONTRACTOR'S NAME: _____

OFFICIAL NOTICE NUMBER: _____

DATE: _____

TOTAL BID AMOUNT: _____

TOTAL M/W/SBE AMOUNT: _____

This Form A must be completed in its entirety and is a **required** submission with a Bid or Request for Proposal. List all proposed M/W/SBE subcontractor(s) and/or material supplier(s) for this project. **NOTE:** To receive full credit, M/W/SBE's must perform commercially useful work at the job site. ONLY up to twenty percent (20%) credit may be given under certain circumstances to M/W/SBE suppliers or other M/W/SBE contractors who assist in management of the project. I/We propose to utilize the following M/W/SBE subcontractor(s) and/or material supplier(s):

MBE:

Fill in BID REQUIREMENTS: _____% African-Amer _____%Asian-Amer _____%Hispanic _____%Native-Amer; AND _____%WBE; 25 %SBE

M/W/SBE FIRM(S) NAME ADDRESS/CONTACT PERSON AND PHONE NUMBER	LIST DESIGNATION: MINORITY/ WOMAN/ SMALL BUSINESS	PERCENT OF BID	AMOUNT	EXPLAIN WORK TO BE PERFORMED/MATERIAL SUPPLIED	AUTHORIZED M/W/SBE(S) OWNER/REPRESENTATIVE SIGNATURE OF ACKNOWLEDGEMENT
1.					
2.					
3.					
4.					
5.					

I certify that the information included on this Form A is true and complete to the best of my knowledge. I further understand and agree that this Form A is a condition of my Bid/RFP responsiveness.

CONTRACTOR: _____ DATE: ____/____/____
(SIGNATURE & TITLE REQUIRED)

REVIEWED BY OSBD ANALYST: _____ DATE: ____/____/____

REDEVELOPMENT AUTHORITY: _____ DATE: ____/____/____

LIVING WAGE COMPLIANCE REPORT

CONTRACT NUMBER: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME/PHONE: _____

COMPANY NAME: _____

FINAL REPORT? () YES () NO 3 MONTH REPORT ? () YES () NO

NOTE: IF FINAL REPORT, PLEASE COMPLETE THE BOTTOM PORTION OF THIS FORM.

In order to audit your compliance with the Living Wage Ordinance (Living Wage hourly rate of \$9.18 effective 3/1/2012), please complete the following report and submit to the Redevelopment Authority, Procurement Services Section 3rd Floor, 809 N. Broadway, Milwaukee, Wisconsin 53202. This report is to be submitted within 10 days following the expiration of the contract, or every three (3) months, whichever occurs first.

TIME PERIOD	EMPLOYEE NAME	ADDRESS	WORK PERFORMED	TOTAL HOURS	HOURLY WAGE RATE	GROSS EARNINGS	VACATION, WELFARE, TRUST CONTRIBUTION

Personally came before me on this _____ day of _____, 20____, (he/she) _____, who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company, IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

_____ My commission expires _____

Signature

Print Name

REDEVELOPMENT AUTHORITY - PROCUREMENT SERVICES SECTION

AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION

BID/RFP NUMBER: _____ DATE: _____

The undersigned hereby agrees to pay all workers employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than **\$9.18** per hour. The undersigned agrees to make a sworn report within 10 days following the completion of the contract, or every 3 months, whichever occurs first, and to procure and submit a like sworn report from every subcontractor employed by the contractor, to the Redevelopment Authority, Procurement Services Section. Such report shall include, but not be limited to, for the specified time period, the person's name, address, type of work performed, total hours worked on the service contract, hourly wage rate, gross earnings, and employer's contribution to vacation, welfare and trust funds. Said reports or affidavits shall be accompanied by a statement that each and every employee has been paid in full the amount of not less than **\$9.18** per hour, and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

ALL OF OUR EMPLOYEES RECEIVE AN HOURLY WAGE THAT IS GREATER THAN \$9.18 /HOUR. NOTE: REPORTS AS STATED ABOVE ARE STILL REQUIRED.

I/We hereby state that I/we will comply with Section 310-13 of the City of Milwaukee Code of Ordinances as stated above:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

Personally came before me on this _____ day of _____ 20____, (he/she) _____ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

NOTARY PUBLIC SIGNATURE

PRINT NAME
My commission expires: _____

REDEVELOPMENT AUTHORITY
AFFIDAVIT OF COMPLIANCE
DISCLOSURE OF PARTICIPATION IN OR PROFITS DERIVED
FROM SLAVERY BY CONTRACTORS

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14.

Please check one:

_____ This business **was not** in existence prior to 1865.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and have found no such records.

_____ This business **was** in existence prior to 1865. I have searched any and all records for records of investments or profits from slavery and am disclosing the findings on the attached pages.

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

Subscribed to before me this _____ day of _____, 20____

NOTARY PUBLIC _____ County, _____ State _____

SIGNATURE: _____

PRINT NAME: _____

(Seal)

My commission expires: _____

Ref: slaverydisclosureaffidavit

**Redevelopment Authority of the City of
Milwaukee
Official Notice #57341**

**Grass Mowing and Debris
Removal services
Improved Properties**

1.0.0 SCOPE OF WORK:

1.1.0 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform grass mowing cycles approximately every 3 weeks during the mowing season on improved properties owned by either the City of Milwaukee, hereinafter referred to as "CITY" and/or the Redevelopment Authority of the City of Milwaukee, hereinafter referred to as "AUTHORITY," and the Milwaukee Neighborhood Reclamation Company hereinafter referred to as "MNRC." The term of the purchase order awarded shall be for one growing season (April through October).

1.1.1 The work shall consist of: the cleaning of litter/garbage from parcels and/or removal of debris (furniture, spare tires, appliances, etc) dumped on the parcels prior to mowing; the mowing of weeds and grass to a 2-3 inch cutting height; the trimming of grass and weeds around trees, fences, posts, fire hydrants, poles, etc.; and the reporting of hazardous conditions (i.e. dead trees, broken hanging branches, etc.) and/or situations needing to be brought to the attention of AUTHORITY.

2.0.0 LOCATION OF WORK:

2.1.0 All work to be performed within the corporate limits of the CITY and located in the following areas of approximation: Northeast

Northeast Side: 20th Street to Lake/North Avenue to northern City Limits

3.0.0 WORK TO BE DONE:

3.1.0 Work Requirements:

3.1.1 Grass Mowing:

Mowing cycles shall be completed every three weeks for each area. The CONTRACTOR shall mow all grass and weeds including trimming around trees, fences, posts, poles, utility structures, fire hydrants, etc. on CITY, AUTHORITY, and/or MNRC parcels in each respective area. Rough cutting and bush hogging will not be permitted. Turf shall be mowed as otherwise necessary to maintain a neat appearance. Cutting height shall be between two (2) to three (3) inches. Addition or elimination of any mowing cycles or areas to be mowed shall be at the sole discretion of the Purchase Order Administrator or designee. **All properties shall be cleaned of visible loose litter/garbage (including paper, glass, plastic, metal etc.) that would be shredded or scattered during mowing operations prior to any mowing activity. All cleaning and disposal shall be the responsibility of the CONTRACTOR'S work force or subcontractor without added cost to the AUTHORITY. Hidden litter/garbage shredded and/or scattered during mowing operations shall be raked, bagged and removed by the CONTRACTOR'S workforce immediately after mowing.** All bags shall be removed from the parcel by the end of the work day. Failure to clean the parcel prior to mowing will result in a stop work order until litter and debris removal is completed. A \$100.00 fee will **be assessed for each** incident of mowing through litter or for leaving trash **bags on site over night.**

3.1.2 Debris Removal

All properties shall be cleaned of debris (including, but not limited to furniture, appliances, spare tires, etc) dumped on the property prior to mowing activity. Disposal of all debris removed from the property to the City's dump shall be the responsibility of the CONTRACTOR'S work force or subcontractor.

3.1.3 Trimming:

Trimming around trees, shrubs, landscape beds, fence lines, guard rails, sign posts, utility poles, utility structures, and other improvements or structures shall be performed at each mowing cycle uniformly throughout the entire area. Any vegetation not cut by the mowing operation located adjacent to, above, or hanging over the curb line or overhanging any hard surface area must be trimmed during each mowing cycle. Trimming shall be

done in such a controlled manner so as not to damage trees, shrubs, vehicles, adjacent houses or buildings, etc. or endanger motorists and pedestrians.

3.2.0 Equipment Requirements:

3.2.1 CONTRACTOR shall provide the AUTHORITY with a telephone number that shall be staffed during AUTHORITY business hours - 8:00am to 5:00pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by AUTHORITY Personnel within twenty four (24) hours after contact to CONTRACTOR. **Difficulty contacting the CONTRACTOR may result in termination of the purchase order.**

3.2.2 Equipment on hand, or to be purchased/leased upon award of purchase order, and committed for use in this purchase order must be declared by the CONTRACTOR on "INVENTORY OF EQUIPMENT – Attachment A." False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the AUTHORITY before Notice to Proceed is granted. All declared equipment is subject to verification at any time during the purchase order period.

3.2.3 Mowing:

All mowing equipment shall be residential grade. **A minimum of two (2) continuously operable and available residential mowers are required for each area.** Commercial grade tractors or mowers are not acceptable.

3.2.4 All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this purchase order must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

3.3.0 Starting Work:

3.3.1 Mowing:

The AUTHORITY will initiate a "Notice to Proceed" to the CONTRACTOR when mowing cycles are to be performed with addresses of the properties. The approximate start date would coincide with the start date of the Purchase Order. The desire of the AUTHORITY is to have the Purchase Order commence immediately after the Notice of Award and upon receipt of all required paperwork (e.g insurance, tax reporting forms, etc.) from the CONTRACTOR. The CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use as of April 16, 2012 and continue through October 31st, 2012.

3.3.2 Mowing cycles shall be completed within twenty-one (21) calendar days after receipt of a Notice to Proceed. CONTRACTOR shall ensure that each property is mowed every twenty-one (21) days. The CONTRACTOR is prohibited from starting a new mowing cycle until receiving a Notice to Proceed and a letter of Completion has been received from the CONTRACTOR.

3.3.3 There is a possibility that some improved properties might require more than one mowing in a twenty-one (21) day cycle. If there is more than one mowing in a twenty-one (21) day cycle is required, the CONTRACTOR will be paid according to their contracted hourly rate for the additional work.

4.0.0 BIDS:

4.1.0 Basis of Bids:

4.1.1 Mowing:

The CONTRACTOR shall base their bid on an hourly rate to include labor, equipment, and material relative to a parcel cut, trim and debris removal. The CONTRACTOR shall be expected to honor the hourly rate identified in their bid for the duration of the purchase order, unless modified by mutual agreement in writing

4.2.0 Acceptance or Rejection of Bids:

4.2.1. The purchase order shall be awarded to the lowest responsible and responsive bidder whose bid complies with the bid specifications. The AUTHORITY reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The AUTHORITY further reserves the right to reject the bid of any bidder who is, in the judgment of the AUTHORITY, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the AUTHORITY or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work that shall have been previously awarded by said AUTHORITY. The AUTHORITY further reserves the right to disregard and reject any and all bids.

4.2.2 If the purchase order is to be awarded, the AUTHORITY shall give the successful bidder a Notice of Award within five (5) days after the day of the bid opening.

4.2.3. The CONTRACTOR shall submit proof of required insurance coverage and any other required documentation within three (3) days after award notification.

4.4.0 Late Bids:

Bidders are cautioned to allow ample time for transmittal of the Bid by mail hand delivery, courier, or otherwise by the bid deadline to the **Department of City Development's Bid Desk, 809 N. Broadway, 2nd Floor, Milwaukee, Wisconsin 53202**. Fax bids are NOT permitted. Bids received after the due date and time will be rejected.

4.5.0 Purchase Order Administrator:

Whenever used herein and for purpose of administering any purchase order resulting from this Invitation to Bid, the Administrator shall be:

Jayne Garcia-Lara, Purchasing Agent, Senior
Redevelopment Authority of the City of Milwaukee
Milwaukee, WI
(414) 286-5893

4.6.0 Invitation to Bid Form:

CONTRACTOR shall complete, sign and submit, the Invitation to Bid Form. CONTRACTOR must submit a per hour rate, which is to include all labor, materials, overhead, and equipment to provide complete mowing operations and necessary debris removal.

4.7.0 Bid Form Attachment "A". Inventory of Equipment:

CONTRACTOR shall complete and submit, Attachment "A" inventory of declared equipment for the bid. This document shall list the quantity and type of equipment that is committed for continuous use during the term of this purchase order.

4.8.0 Vendor's Bid Submittal Checklist (Important):

In addition to submitting a signed first page of the Invitation to Bid and the Binding Signature Page, CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid in order to be considered for award.

- Invitation to Bid Form
- Inventory of Equipment (Attachment "A")
- Bid Security
- Affidavit of Non-Collusion
- MWSBE FORM A

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE

WILL RESULT IN BID REJECTION.

5.0.0 DAMAGE:

5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this purchase order.

5.2.0 Replacement of Damaged Plantings and Other Property:

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Purchase Order Administrator or designee shall specify when replacement is to be made

6.0.0 LIABILITY AND INSURANCE REQUIREMENTS:

6.1.0 Protection Against Liability:

The CONTRACTOR agrees that it will indemnify, save and hold harmless the CITY, AUTHORITY, and MNRC, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the CITY, AUTHORITY, and MNRC on account of injury or damage to person or property or otherwise, to the extent that such damage, injury, or other loss may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the CONTRACTOR or any of its agents, servants, employees or subcontractors.

The CITY, AUTHORITY, and MNRC shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence or misconduct on the part of the CONTRACTOR or any of its agents, servants, employees or subcontractors, to the CONTRACTOR or its insurer and, upon such tender, it shall be the duty of the CONTRACTOR and its insurer to defend such claim or action without cost or expense to the CITY, AUTHORITY, and MNRC.

Each Prime CONTRACTOR must furnish to the AUTHORITY, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced below. The Prime CONTRACTOR shall require all of its subcontractors to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subcontractors. The Prime CONTRACTOR is fully responsible for assuring subcontractor compliance with all the insurance requirements specified herein.

Coverage	Amounts
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI (Bodily Injury) \$500,000 per occurrence \$1,000,000 aggregate PD (Property Damage) \$500,000 per occurrence
Automobile Liability	BI \$500,000 per person \$1,000,000 per occurrence PD \$500,000 per occurrence

The CONTRACTOR shall provide the AUTHORITY with Certificates of Insurance evidencing the above referenced coverage. The insurance carrier must be licensed to do business in the State of Wisconsin. The CITY, AUTHORITY, and MNRC shall be named as an additional insured with respect to liability coverage. The AUTHORITY shall be given thirty (30) days notice in advance of cancellation, non renewal, or material change in

any insurance coverage. Failure to provide the insurance required shall permit the AUTHORITY terminate a Purchase Order.

In addition, a notarized Affidavit of No Interest form must be completed and signed by the insurance agent who issued the Certificate of Insurance and submitted with the Certificate of Insurance, deposing that no officer, official or employee of the CITY, AUTHORITY, and MNRC has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of said insurance certificate.

The CONTRACTOR shall not permit the coverage to lapse and shall furnish evidence of coverage to the AUTHORITY.

The certificate holder shall be noted as:

Redevelopment Authority of the City of Milwaukee
809 N. Broadway, Attn: Purchasing/Contract Services
Milwaukee, WI 53202

7.0.0 PERFORMANCE:

7.1.0 The CONTRACTOR shall provide the AUTHORITY within seven (7) calendar days after completion of a mowing cycle documentation that services were completed as required by the purchase order and specifications; such documentation will contain the date the services were completed in the respective area.

8.0.0 INSPECTION:

8.1.0 All work shall be subject to inspection, examination, or test by the AUTHORITY at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The AUTHORITY shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the AUTHORITY.

8.2.0 Notice of unsatisfactory work shall be provided in writing.

8.3.0 Where the CONTRACTOR has failed to complete certain portions of a cycle of work, and has been given notice to correct the discrepancy and has failed to complete the work (either because the allotted time for correction has passed or a second inspection reveals that the work remains incomplete), the Purchase Order Administrator or designee, at his/her sole discretion, may take the following action:

8.4.1 Mowing:

8.4.1.1 Delay commencement of the next mowing cycle pending completion of the incomplete work

8.4.1.2 Deduct the line item value of the work not completed from the payment for the current cycle and allow the CONTRACTOR to commence the next mowing cycle notwithstanding its failure to complete all portions of the current cycle.

8.4.1.3 Assign any Work Not Completed in accordance with these specifications to a Secondary CONTRACTOR in which case the Prime CONTRACTOR would be financially responsible for any additional costs incurred by the AUTHORITY.

9.0.0 LIQUIDATED DAMAGES:

9.1.0 Work Not Performed:

9.1.1 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in

accordance with the Work Requirements, the AUTHORITY may terminate the purchase order and procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced.

9.2.0 Non-Timely Performance:

9.2.1 Mowing:

Any mowing cycle not completed in a twenty-one (21) day period after Notice to Proceed without an approved time extension for inclement weather or City observed holidays shall be subject to reassignment to a SECONDARY CONTRACTOR. The CONTRACTOR shall be financially liable to pay any difference between CONTRACTOR's bid price and the reassigned CONTRACTOR's bid price.

10.0.0 TERM OF CONTRACT:

10.1.0 The anticipated first term of the purchase order shall be from the commencement of the purchase order to October 31, 2012. The purchase order may be subject to termination for any violations of these specifications.

11.0.0 CANCELLATION:

11.1.0 If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the purchase order will be subject to cancellation. Upon such cancellation, the CONTRACTOR shall be liable for all Liquidated Damages and shall pay to the AUTHORITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the purchase order.

12.0.0 CHANGES IN WORK:

12.1.0 The AUTHORITY may make changes to the scope of the work or the number of properties in the inventory. Such additions or deletions shall not invalidate the purchase order nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the purchase order or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the hourly rate as a result of this change.

12.1.1 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the specified work without a written notice from the AUTHORITY authorizing the change.

13.0.0 MWSBE PARTICIPATION:

The goal for this purchase order is a total combined SBE participation rate of 25% (SBE, as certified by the City of Milwaukee). For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the MWSBE Business Directory:

<http://city.milwaukee.gov/osbd>

14.0.0 AWARD OF PURCHASE ORDER:

14.1.0 Bonding:

14.1.1 Bid Security:

Bid security required is Five Hundred Dollars (\$500.00) for each area bid. No bid will be received unless a certified check or bank draft payable to the AUTHORITY, or a satisfactory bid bond, using the attached Bid Bond form and affidavit, in the amount of \$500.00. This surety will act as a guarantee that if the bid is accepted, the bidder will execute and file the Agreement within ten days after Notice of Award. If a bid bond is used, it must be sealed by the bonding company and be accompanied by an affidavit of no interest and a copy of a power of attorney. Bonding Agents must be licensed in the State of Wisconsin. In case the bidder fails to file such contract within the time set forth, the bid security shall be forfeited to the AUTHORITY as liquidated damages.

14.2.0 Non-Appropriation:

AUTHORITY shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this purchase order. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this purchase order, then the AUTHORITY shall immediately notify the successful Bidder of such occurrence and this purchase order shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the AUTHORITY of any kind whatsoever.

15.0.0 MINIMUM WAGES

15.1.0 The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

In recognition of Chapter 310-13 of the Milwaukee Code of Ordinances, the living wage rate is required for this purchase order. By submitting a bid executing this purchase order, the CONTRACTOR certifies that it knows of the provisions of this section, intends to comply with them and agrees to pay all workers employed by the CONTRACTOR in the performance of this purchase order, whether on a full time or part time basis, a base wage of not less than \$9.18 per hour. This rate shall be adjusted on March 1st of each year of this purchase order. CONTRACTOR is required to sign and have notarized the attached AFFIDAVIT OF COMPLIANCE - LIVING WAGE PROVISION.

16.0.0 INVOICING:

16.1.0 The AUTHORITY will authorize payment, subject to the terms and conditions of the purchase order, upon receipt of an invoice from the CONTRACTOR.

16.2.0 Mowing: The CONTRACTOR shall submit invoices within seven (7) calendar days following the completion of a mowing cycle for the purchase order area. Invoices must include documentation that services were completed as required by the purchase order and specifications and the date(s) the services were completed in the respective purchase order area.

16.3.0 Final payment is predicated upon a service performed as deemed acceptable by the AUTHORITY.

16.4.0 All payments will be made on work ordered by the "Notice to Proceed", and/or "Change Orders" completed by the CONTRACTOR and accepted by the AUTHORITY. CONTRACTORS should anticipate a waiting period of approximately three (3) to four (4) weeks between acceptance of invoice and actual payments.

16.5.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The AUTHORITY shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

17.0.0 PERMITS:

17.1.0 The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

18.0.0 VEHICLE/EQUIPMENT RESPONSIBILITY:

18.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

19.0.0 GENERAL CONDITIONS:

19.1.0 Inclement Weather/Holidays:

19.1.1 In the event of inclement weather during a mowing cycle, the maximum allowable rain days will be three. In the event of severe weather additional rain days may be granted at the discretion of the Purchase Order Administrator. All requests for rain days must be submitted in writing at the mowing cycle end date. The purchase order requires that a mowing cycle length be every twenty-one (21) calendar days. Therefore, weekends worked will be considered when granting cycle extensions.

19.1.2 The AUTHORITY recognizes Memorial Day, Independence Day, Labor Day and Thanksgiving Day (if applicable) and will extend the mowing cycle accordingly. All rain days and holidays granted by the Purchase Order Administrator or designee shall be time extensions only, and shall not entitle the CONTRACTOR to any additional compensation for any reason whatsoever. The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather.

19.2.0 Company Personnel Standards and Resource Commitment:

19.2.1 Only qualified personnel shall supervise and perform maintenance services in this purchase order. If in the AUTHORITY'S sole discretion any of the CONTRACTOR'S personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the AUTHORITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Purchase Order Administrator or designee may require replacement of AUTHORITY'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other purchase order obligation. **There shall be at least one employee on each crew that speaks fluent English.**

19.2.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. The AUTHORITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Purchase Order Administrator or designee shall be considered a breach of contract, and subject to termination.

19.3.1 SUBCONTRACTOR PAYMENT: If this bid has subcontractor requirements, CONTRACTOR must pay subcontractor(s) within seven working days of the CONTRACTOR's receipt of payment from the AUTHORITY.

ATTACHMENT A

INVENTORY OF EQUIPMENT

QUANTITY	MAKE	MODEL YEAR	TYPE OF EQUIPMENT	COMMENTS

Company Name _____

BID BOND
CITY OF MILWAUKEE, WISCONSIN
LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

of
(Street and Number) (City) (State)

as principal and of
(Home Office)

as surety are held and firmly bound unto the Redevelopment Authority of the City of Milwaukee, Wisconsin, hereinafter called RACM in

the penal sum of

..... Dollars,

to be paid to RACM: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated

20, to the Executive Director of the Redevelopment Authority of the City of Milwaukee, according to Official Notice No

20, of said Executive Director for furnishing all material, equipment, labor and everything necessary for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Executive Director, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Executive Director within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this day of 20, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses **(Seal)**
(Bidder)

.....
By
.....
(Name and Title)

Surety Witnesses
(Surety)

.....
..... By
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person and Phone Number
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

AFFIDAVIT

STATE OF WISCONSIN } SS
MILWAUKEE COUNTY }

.....

being first duly sworn, on oath deposes and says that he is
(Attorney-in-Fact or Agent)

of
(Surety)

surety on the within bid bond executed by

Affiant further deposes and says that no city official or city employee of the City of Milwaukee or the Redevelopment Authority of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

.....

Subscribed and sworn to before me this

..... day of 20

.....
Notary Public, Milwaukee County, Wisconsin

My commission expires